



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

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June 17, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF PSYCHIATRIC SERVICES AGREEMENT- CONTRACT NO.
H-206298 - AMENDMENT NO. 3 WITH THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA AT LOS ANGELES (Second District) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 3 to the Psychiatric Services Agreement with The Regents of the University of California at Los Angeles, Contract No. H-206298, substantially similar to Exhibit I, to extend the term and to revise/add new Board-mandated provisions to provide for the continued provision of psychiatric teaching and patient care services by the UCLA Medical School at the Department of Health Services' Harbor-UCLA Medical Center's Department of Psychiatry, effective July 1, 2004 through June 30, 2005, at a cost of \$561,878, entirely offset by funding provided by the Department of Mental Health.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

In approving the recommended action, the Board is authorizing the Director of Health Services, or his designee, to sign Amendment No. 3 with The Regents of the University of California at Los Angeles (UCLA or the Regents) to provide for the continued provision of psychiatric teaching and patient care by the UCLA Medical School at the Department of Health Services' (DHS or Department) Harbor-UCLA Medical Center's Department of Psychiatry.

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The Amendment will allow the Department to fulfill its obligations to the Department of Mental Health (DMH) for the funding provided to the Department.

Current County policy and procedures require the timely submission of agreements and amendments for Board approval. However, this Amendment was not scheduled for the Board agenda three weeks prior to its expiration because of other critical priorities and lack of time-saving process enhancements.

FISCAL IMPACT/FINANCING:

Total cost for the Amendment for the period July 1, 2004 through June 30, 2005 is \$561,878, entirely offset by funding provided by the DMH. Funding is available for use in the FY 2004-05 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

For a number of years, the County has entered into operating agreements with the Regents for the provision of teaching and patient care services by the UCLA Medical School at various County health facilities.

On January 9, 1996, the Board approved a psychiatric services agreement with the Regents and Harbor-UCLA Medical Center for the provision of psychiatric teaching and patient care services utilizing DMH funds, with a subsequent amendment approved by your Board dated June 15, 1999.

On January 9, 2001, the Board approved Amendment No. 2, to Contract No. H-206298, to increase the DMH annual funding amount by \$336,056, from \$260,000 to \$596,056, to expand services to include the rotation of Harbor-UCLA Medical Center residents to Metropolitan State Hospital.

Amendment No. 3 will extend the term and revise/add new Board-mandated provisions (e.g., Consideration of County's Department of Social Services (DPSS) Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Participants for Employment, Compliance with Health Insurance Portability and Accountability Act of 1996 (HIPAA), etc.) with all other provisions remaining the same.

Attachment A provides additional information.

County Counsel has approved the Amendment (Exhibit I) as to form.

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CONTRACTING PROCESS:

Not applicable. Amendments are not advertised on the L.A. County Online Countywide Web Site as a business opportunity.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the attached Amendment will ensure the continued and uninterrupted provision of psychiatric services, and will enable DHS to use annual DMH funding as provided for FY 2004-05.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:gi

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

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SUMMARY OF AMENDMENT

1. TYPE OF SERVICE:

Psychiatric services for patients and teaching and training services for staff at Harbor-UCLA Medical Center.

2. CONTRACTOR ADDRESS AND CONTACT PERSON:

The Regents of the University of California at Los Angeles (UCLA)
David Geffen School of Medicine at UCLA
10833 LeConte Avenue, Room 12-138 CHS
Los Angeles, California 90095-1722
Attention: Alan G. Robinson, M.D.
Executive Associate Dean
Telephone/Facsimile Number: (310) 825-8652; (310) 206-5046

3. TERM:

July 1, 2004 through June 30, 2005.

4. FINANCIAL INFORMATION:

Total cost for the Amendment for the period July 1, 2004 through June 30, 2005 is \$561,878, entirely offset by funding provided by the Department of Mental Health. Funding is available for use in the FY 2004-05 Proposed Budget.

5. GEOGRAPHIC AREA:

Second District.

6. MONITORING:

Harbor-UCLA Medical Center Administration.

7. APPROVALS

Hospital Administration:	Tecla A. Mickoseff, Chief Executive Officer
Contracts and Grants Division:	Irene E. Riley, Director, Contract Administration
County Counsel (approval as to form):	Edward Morrissey, Deputy County Counsel

EXHIBIT I
Contract No. H206298-3

PSYCHIATRIC SERVICES AGREEMENT

AMENDMENT NO. 3

THIS AMENDMENT is made and entered into this _____ day
of _____, 2004,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),

and THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA (hereafter
"Contractor").

WHEREAS, reference is made to that certain document entitled
"PSYCHIATRIC SERVICES AGREEMENT", dated January 9, 1996, further
identified as County Agreement No. H-206298, and Amendment Nos. 1
through 2 thereto, (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend
Agreement to extend its term and to provide for the changes set
forth herein; and

WHEREAS, Agreement provides that further changes to its
terms may be made in the form of a written Amendment which is
formally approved and executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall be effective on July 1, 2004.
2. Agreement Paragraph 1, TERM, first paragraph, is revised

County Training Programs: University shall provide academic supervision, i.e., oversight of persons participating in the training programs as described in Subparagraph E above, and education in such programs in accordance with the training and supervision requirements established by the appropriate accrediting organization."

4. Agreement Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, is revised to read as follows:

"4. COUNTY'S FISCAL YEAR MAXIMUM OBLIGATION:

A. County's reimbursement to Contractor effective July 1, 2004 through June 30, 2005, shall not exceed County's maximum obligation of Five Hundred Sixty-One Thousand Eight Hundred Seventy-Eight Dollars (\$561,878). County funds received by Contractor hereunder shall be expended by Contractor as direct cost in accordance with Schedule "C", attached hereto and incorporated herein by reference.

B. Said maximum obligation is exclusive of and in addition to those County obligations set forth in FACILITIES, EQUIPMENT, AND SUPPLIES OF COUNTY AND INDEMNIFICATION Paragraphs hereinbelow."

other disposition of such claim or action. County shall retain full authority to settle such claims for such amounts and in such circumstances as County determines to be in the best interests of County.

Indemnification for Employment Practices:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following: University and its officers, employees, agents, students, fellows, volunteers and Faculty from and against any and all losses, claims, damages, liabilities and expenses including reasonable attorneys fees and costs, of every conceivable kind, character, and nature arising out of or connected with the employment or employment practices of County Personnel, which includes personnel concurrently employed by University and County, arising out of or connected with the provision of Purchased Services under this Agreement. Employment practices shall include any claims for sexual or other harassment or any form of discrimination or wrongful termination.

University shall give prompt notice to County of any action or claim to which this indemnification

B. By University: To the extent permitted by law and specifically with the exception of punitive damages, University shall indemnify, defend and hold harmless County and its officers, employees, agents, students, fellows and volunteers from and against any and all losses, claims, damages, liabilities and expenses including reasonable attorneys fees and costs, of every conceivable kind, character, and nature arising out of or connected with the employment or employment practices of personnel employed solely by University, arising out of or connected with the provision of Purchased Services under this Agreement. Employment practices shall include any claims for sexual or other harassment or any form of discrimination or wrongful termination.

County shall give prompt notice to University of any action or claim to which this indemnification applies and County and its officers, employees, agents, students, fellows and volunteers receiving such indemnification from University shall fully cooperate with University in any defense, settlement or other disposition of such claim or action. University shall retain full authority to settle such claims for such

shall be obligated to provide for the defense of any administrative or criminal proceeding brought against any current or former employee of the University, any current or former employee of the County, and/or any employee concurrently or formerly employed by both County and University. Neither County nor University shall be obligated to indemnify any current or former employee of the University, any current or former employee of the County, and/or any employee concurrently or formerly employed by both County and University with regard to costs and expenses associated with such defense. For purposes of this § 10, "administrative proceeding" shall include proceedings before the Medical Board of California.

General Indemnification:

A. By County: To the extent not covered by the other indemnification provisions set forth in this § 10, County shall indemnify, defend and hold harmless University and its officers, employees, agents, students, fellows, volunteers and Faculty from and against any and all losses, claims, damages, liabilities and expenses, of every conceivable kind, character, and nature, including bodily injury, death, personal injury, property damage or workers'

arising out of or on behalf of University at facilities owned, controlled, or operated by University, in the performance of University's obligations hereunder.

County shall give prompt notice to University of any action or claim to which this indemnification applies and County and its officers, employees, agents, students, fellows and volunteers receiving such indemnification from University shall fully cooperate with University in any defense, settlement or other disposition of such claim or action. University shall retain full authority to settle such claims for such amounts and in such circumstances as University determines to be in the best interests of University.

C. Other Indemnifications: Additional indemnification responsibilities between the Parties are set forth in § 2.1.2.4 (exclusion from federal health care programs), § 9.3.5 (audit settlements), § 11.12.2 (subcontracting), § 11.13 (compliance with applicable law), § 11.15 (fair labor standards) and § 11.16 (employment eligibility verification)."

6. Paragraph 42, CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT, shall be deleted in its entirety and replaced with the following:

shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

(2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services

any other rights and remedies provided by law or under this Agreement.

C. Termination For Gratuities and/or Improper Consideration: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (213)

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement under this Agreement, in accordance with Paragraph 8, Audits and Reports, herein, retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder."

these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agrees to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code sets, privacy, and security. Each party further agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributed to such failure."

9. Paragraph 49, COMPLIANCE WITH JURY SERVICE PROGRAM, shall be added to Agreement as follows:

"49. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Services Program: This Agreement is subject to the provisions of the County's ordinance

other entity, that has a contract with County, or a subcontract with a County contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into

tors, if applicable, may demonstrate their exemption, or compliance, with the above subject Jury Service Program by completing a "County of Los Angeles Contractor Employee Jury Service Program Application for Exemption and Certification Form" which should be obtained from, and returned to, Director within ten (10) calendar days before the effective date of this Agreement.

(4) Contractor's violation of this Paragraph of the Agreement may constitute a material breach of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

10. Paragraph 50, REQUIREMENT TO NOTIFY EMPLOYEES ABOUT FEDERAL EARNED INCOME CREDIT ("EIC"), shall be added to Agreement as follows:

"50. REQUIREMENT TO NOTIFY EMPLOYEES ABOUT FEDERAL EARNED INCOME CREDIT ("EIC"): Contractor shall notify its employees, and shall require that each of its subcontractors notify its employees, to inform them that they may be eligible for claiming federal EIC as allowed under the

Security Act (42 U.S.C. section 653a) and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b)."

12. Paragraph 52, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall be added to Agreement as follows:

"52. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:
Failure of Contractor to maintain compliance with the requirements set forth in "Contractor's Warranty of Adherence to County's Child Support Compliance Program" Paragraph immediately above, shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to the "Termination for Default Paragraph of this Agreement [or "Term and Termination" Paragraph of

Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. County's Department of Children and Family Services will supply the Contractor with the poster to be used."

15. Paragraph 55, CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be added to Agreement as follows:

"55. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement, or other contracts, which indicates that Contractor is not responsible, County may or otherwise in addition to other remedies provided under this Agreement, debar Contractor from

a hearing where evidence on proposed debarment is presented. Contractor or Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to County's Contractor Hearing Board, Contractor shall be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision, and any other recommendation of County's Contractor Hearing Board shall be presented to County's Board of Supervisors. County's Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of County's Contractor Hearing Board.

G. These terms shall also apply to any subcontractors of Contractor, vendor, or principal owner of Contractor, as defined in Chapter 2.202 of the County Code."

rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement."

18. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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SCHEDULE C
PSYCHIATRIC SERVICES AGREEMENT
BUDGET

<u>PURCHASED SERVICES</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
Psychology		
Teaching and Training Services ¹	Faculty	\$129,790
	Fellows	75,000
Psychiatry/Child Psychiatry		
Teaching and Training Services ²		
Mental Health Services ³		
	Faculty	260,071
TOTAL SALARIES:		\$464,861
Employee Benefits:		58,479
TOTAL SALARIES AND BENEFITS:		\$523,340
Services and Supplies ⁴ :		
	Supplies	\$ 5,000
	Equipment	12,000
	Travel	5,000
Overhead		16,538
TOTAL		<u>\$561,878</u>

¹ Provided at Harbor/UCLA Medical Center.

² Provided at Metropolitan State Hospital.

³ Provided at Metropolitan State Hospital and Harbor/UCLA Medical Center.

⁴ Payment for services and supplies (i.e., supplies, equipment and travel) must be approved in writing by Hospital.